

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security

Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re:

Case No.:

19-23159

Sean Lewis

Judge:

Papalia

Debtor(s)

Chapter 13 Plan and Motions

Original

Modified/Notice Required

Date: September 27, 2019

Motions Included

Modified/No Notice Required

**THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE**

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

DOES DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST.
SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney:

Initial Debtor

Initial Co-Debtor: _____

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ 1,138.00 per month to the Chapter 13 Trustee, starting on October 1, 2019 for approximately 58 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future earnings

Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property

Description:

Proposed date for completion: _____

Refinance of real property:

Description:

Proposed date for completion: _____

Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. Other information that may be important relating to the payment and length of plan:

\$1,066.00 paid to date. Plan calls for payments as follows: \$533.00 for 2 months and \$1,138.00 x 58 months .

Part 2: Adequate Protection NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

| Creditor | Type of Priority | Amount to be Paid |
|-----------------------------|------------------|--------------------------|
| CHAPTER 13 STANDING TRUSTEE | ADMINISTRATIVE | AS ALLOWED BY STATUTE |
| ATTORNEY FEE BALANCE | ADMINISTRATIVE | BALANCE DUE: \$ 4,250.00 |
| DOMESTIC SUPPORT OBLIGATION | N/A | |

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:

Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

| Creditor | Type of Priority | Claim Amount | Amount to be Paid |
|----------|--|--------------|-------------------|
| | Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. | | |

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|---------------------------------------|---|-------------|----------------------------|---|--|
| US Bank National/ Midland Mortgage | Mortgage 160 Virginia Avenue, Jersey City, NJ | \$27,848.00 | | \$27,848.00 | \$1,385.00 |

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|---|-------------------------------------|-------------|----------------------------|---|--|
| Deutsche Bank>Select Portfolio Servicing | 1st Mtg 111 Mallory Ave JC NJ | \$3,768.00 | | \$3,768.00 | \$366.00 |
| Real Time Resolutions | 2nd Mtg 111 Mallory Ave JC NJ | \$24,036.00 | | \$24,036.00 | \$0.00 |

c. Secured claims excluded from 11 U.S.C. 506: **NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

| Name of Creditor | Collateral | Interest Rate | Amount of Claim | Total to be Paid through the Plan Including Interest Calculation |
|------------------|------------|---------------|-----------------|--|
| | | | | |

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor Interest in Collateral | Annual Interest Rate | Total Amount to be Paid |
|----------|------------|----------------|------------------------|----------------|--|----------------------|-------------------------|
| | | | | | | | |

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

| Creditor | Collateral to be Surrendered | Value of Surrendered Collateral | Remaining Unsecured Debt |
|----------|------------------------------|---------------------------------|--------------------------|
| | | | |

f. Secured Claims Unaffected by the Plan NONE

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: NONE

| Creditor | Collateral | Total Amount to be Paid Through the Plan |
|----------|------------|--|
| | | |

Part 5: Unsecured Claims NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

- Not less than \$ _____ to be distributed *pro rata*
 Not less than _____ percent
 Pro Rata distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

| Creditor | Basis for Separate Classification | Treatment | Amount to be Paid |
|----------|-----------------------------------|-----------|-------------------|
| | | | |

Part 6: Executory Contracts and Unexpired Leases NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

| Creditor | Arrears to be Cured in Plan | Nature of Contract or Lease | Treatment by Debtor | Post-Petition Payment |
|-----------------|-----------------------------|---|-------------------------------------|-----------------------|
| Herman McKinney | \$0.00 | Apartment rental lease (Debtor's tenant) | To continue as per lease agreement. | \$650.00 |

Part 7: Motions NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). NONE

The Debtor moves to avoid the following liens that impair exemptions:

| Creditor | Nature of Collateral | Type of Lien | Amount of Lien | Value of Collateral | Amount of Claimed Exemption | Sum of All Other Liens Against the Property | Amount of Lien to be Avoided |
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|
| | | | | | | | |

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor's Interest in Collateral | Total Amount of Lien to be Reclassified |
|----------|------------|----------------|------------------------|----------------|--|---|
| | | | | | | |

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Amount to be Deemed Secured | Amount to be Reclassified as Unsecured |
|----------|------------|----------------|------------------------|-----------------------------|--|
| | | | | | |

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- Upon confirmation
 Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages 5) Priority Claims 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee is, is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: July 2, 2019.

| | |
|--|--|
| Explain below why the plan is being modified: The plan is being modified to reflect amended treatment of mortgage arrears. | Explain below how the plan is being modified: The plan is being modified to reflect amended treatment of mortgage arrears. |
|--|--|

Are Schedules I and J being filed simultaneously with this Modified Plan? Yes No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

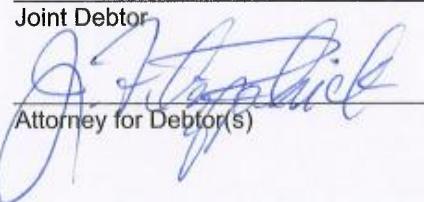
Date: 9/27/2019



Sean H.
Debtor

Date: _____

Date: 9/27/19



Joint Debtor
J. Thompson
Attorney for Debtor(s)

In re:
Sean Lewis
Debtor

Case No. 19-23159-VFP
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
Form ID: pdf901

Page 1 of 2
Total Noticed: 38

Date Rcvd: Sep 30, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 02, 2019.

db +Sean Lewis, 160 Virginia Avenue, Jersey City, NJ 07304-1419
cr +Bank of America, N.A., c/o Stern & Eisenberg, 1040 N. Kings Highway, Suite 407, Cherry Hill, NJ 08034-1925
518336449 +ACCU Reference Medical Lab, 1901 East Linden Avenue, Linden, NJ 07036-1114
518336450 +Advocare Total Care Pediatrics, IC System Inc, P.O. Box 64378, St. Paul, MN 55164-0378
518430915 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
518336451 +Capital Bank, Attn: Bankruptcy, 1 Church St. # 300, Rockville, MD 20850-4190
518336453 +Chrysler Capital/Santander Consumer, PO Box 961245, Fort Worth, TX 76161-0244
518336457 +Deville Mgmt, Attn: Bankruptcy, Po Box 1987, Colleyville, TX 76034-1987
518336458 +FedLoan Servicing, Attn: Bankruptcy, Po Box 69184, Harrisburg, PA 17106-9184
518336459 +First Credit Services, Attn: Bankruptcy, Po Box 55 3 Sciles Ave, Piscataway, NJ 08855-0055
518341162 +Herman McKinney, 111 Mallory Avenue, Unit 7, Jersey City, NJ 07304-1036
518336460 +High Point Insurance, PO Box 900, Lincroft, NJ 07738-0900
518336461 +High Point Safety Ins, Credit Collection Svc, PO Box 773, Needham Heights, MA 02494-0918
518336463 +KML Law Group PC, Attorneys At Law, 216 Haddon Avenue, Suite 406, Westmont, NJ 08108-2812
518336464 +Liberty Savings FCU, PO Box 37603, Philadelphia, PA 19101-0603
518336466 +Midland Mortgage/Midfirst, Attn: Customer Service/Bankruptcy, PO Box 26648, Oklahoma City, OK 73126-0648
518336468 +Quality Asset Recovery, PO Box 239, Gibbsboro, NJ 08026-0239
518336467 +Quality Asset Recovery, Attn: Bankruptcy, PO Box 239, Gibbsboro, NJ 08026-0239
518336469 +Real Time Resolutions, PO Box 840923, Dallas, TX 75284-0923
518336470 +Retro Fitness, 1st Card Services, PO Box 55, 3 Sciles Avenue, Piscataway, NJ 08855-7200
518336474 +Tbom/total Crd, 5109 S Broadband Ln, Sioux Falls, SD 57108-2208
518456745 +U.S. Bank National Association as trustee on behalf, 999 Northwest Grand Boulevard, Oklahoma City, OK 73118-6051
518336475 US Bank National Association, KML Law Group PC, 216 Haddon Avenue, Westmont, NJ 08108

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Oct 01 2019 00:48:14 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Oct 01 2019 00:48:13 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
518458154 +E-mail/Text: bncmail@w-legal.com Oct 01 2019 00:48:18 CarePoint Health - Physician GSHA, C/O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132
518422988 +E-mail/Text: bankruptcy@cavps.com Oct 01 2019 00:48:22 Cavalry SPV I, LLC, 500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321
518336452 +E-mail/Text: bankruptcy@cavps.com Oct 01 2019 00:48:22 Cavalry Spv LLC, Bankruptcy Department, 500 Summit Lake Drive Suite 400, Valhalla, NY 10595-2321
518336454 +E-mail/Text: bankruptcy@credencerm.com Oct 01 2019 00:48:29 Credence, 17000 Dallas Parkway, Suite 204, Dallas, TX 75248-1940
518336455 +E-mail/Text: bankruptcy_notifications@ccsusa.com Oct 01 2019 00:48:33 Credit Collection Services, 725 Canton Street, Norwood, MA 02062-2679
518336456 +E-mail/PDF: creditonebknotifications@resurgent.com Oct 01 2019 00:52:39 Credit One Bank, Attn: Bankruptcy Department, PO Box 98873, Las Vegas, NV 89193-8873
518457311 E-mail/Text: jennifer.chacon@spservicing.com Oct 01 2019 00:48:37 Deutsche Bank National Trust Company, c/o Select Portfolio Servicing, Inc., P.O. Box 65250, Salt Lake City, UT 84165-0250
518336462 +E-mail/Text: ebn@rwjbh.org Oct 01 2019 00:48:24 Jersey City Medical Center, 355 Grand Street, Jersey City, NJ 07302-4321
518336465 +E-mail/PDF: resurgentbknotifications@resurgent.com Oct 01 2019 00:52:17 LVNV Funding, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518417004 E-mail/Text: bkdepartment@rtresolutions.com Oct 01 2019 00:48:19 Real Time Resolutions, Inc., 1349 Empire Central Drive, Suite #150, Dallas, Texas 75247-4029
518336472 +E-mail/Text: jennifer.chacon@spservicing.com Oct 01 2019 00:48:37 Select Portfolio Servicing, Inc, Attn: Bankruptcy, Po Box 65250, Salt Lake City, UT 84165-0250
518336473 E-mail/PDF: ais.tmobile.ebn@americaninfosource.com Oct 01 2019 00:52:06 T-Mobile, Bankruptcy Department, PO Box 53410, Bellevue, WA 98015
518348258 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Oct 01 2019 01:03:01 T Mobile/T-Mobile USA Inc, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
TOTAL: 15

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518448773* LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587

District/off: 0312-2

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 38

Date Rcvd: Sep 30, 2019

518336471 ##+Second Look Inc, Edward Morris, 1393 Vetern Hwy, Ste 200S, Hauppauge, NY 11788-3066
TOTALS: 0, * 1, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 02, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2019 at the address(es) listed below:

Brandon Accardi on behalf of Creditor Bank of America, N.A. baccardi@sterneisenberg.com
Denise E. Carlon on behalf of Creditor U.S. Bank National Association as trustee on behalf of the holders of Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2006-H dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com
James J. Fitzpatrick on behalf of Debtor Sean Lewis nickfitz.law@gmail.com, nadiafinancial@gmail.com; jfitzpatrick@fitzgeraldcrouchlaw.com; r53165@notify.bestcase.com
Kevin Gordon McDonald on behalf of Creditor MidFirst Bank kmcdonald@kmllawgroup.com, bkgroup@kmllawgroup.com
Marie-Ann Greenberg magecf@magtrustee.com
Nicholas Fitzgerald on behalf of Debtor Sean Lewis nickfitz.law@gmail.com
Steven P. Kelly on behalf of Creditor Bank of America, N.A. skelly@sterneisenberg.com, bkecf@sterneisenberg.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 8